

## **complaint**

Mr O complains that he's being chased for payment of a debt by Motormile Finance UK Limited that he says isn't his.

## **background**

Motormile contacted Mr O last year about the outstanding debt on a cash loan that he took out with a third party in August 2010. It has provided evidence to show that it has been trying to contact him about the debt since it was transferred to it in April 2012 but that its attempts were unsuccessful until it found a new address for Mr O last year. It says that the outstanding amount of the loan is £210.93. Mr O asked Motormile to provide a copy of the signed credit agreement but it was only able to provide a reconstituted agreement. He wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He was satisfied that Motormile had attempted to chase Mr O about the debt since April 2012 but had been unsuccessful in doing so until recently and he felt that the debt does belong to Mr O. He noted that Motormile had asked Mr O to complete a fraud investigation form if the loan wasn't his – but he hadn't done so.

Mr O has asked for his complaint to be considered by an ombudsman. He says, in summary, that the debt was taken out in 2009 and he's yet to be shown proof that he made any payments so the debt should be statute barred.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Motormile has provided a copy of a reconstituted credit agreement but it doesn't include Mr O's signature. Mr O says that Motormile hasn't provided a signed copy of the credit agreement or any evidence to show that he's made any payments to the debt and that the debt is statute barred. Motormile says that the loan was made in August 2010 and that the debt was transferred to it in April 2012. And it's provided evidence to show the attempts that it's made to contact Mr O about the debt since then. It all says that it's asked him to complete a fraud investigation report if he disputes the debt – but that he hasn't done so.

Having considered all of the evidence that's been provided, I consider it to be more likely than not that a cash loan was made to Mr O and that Motormile has been trying to contact him about the outstanding debt since April 2012. It would be for a court to decide whether the debt was statute barred. But I'm not persuaded that there's enough evidence to show that Motormile has acted incorrectly and I consider that it's fair and reasonable in these circumstances for it to continue to seek repayment of the outstanding debt from Mr O (to the extent that it's legally entitled to do so). For these reasons, I find that it wouldn't be fair or reasonable for me to require Motormile to stop contacting Mr O about the debt, to waive the debt or to take any other action in response to his complaint.

**my final decision**

So my decision is that I don't uphold Mr O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 February 2018.

Jarrold Hastings  
**ombudsman**